

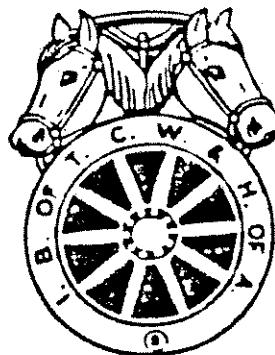
# A G R E E M E N T

*Between*

TOWNSHIP OF BETHLEHEM

*and*

**LOCAL UNION NO. 866 AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA**



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*Effective:* JANUARY 1, 2002      *to*      DECEMBER 31, 2005

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## INDEX

<u>ARTICLE</u>	<u>PAGE NO.</u>
RECOGNITION	1
PROBATIONARY PERIOD	2
DUES CHECK OFF	2
AGENCY SHOP	3
MANAGEMENT RIGHTS	4
SENIORITY	5
JOB STEWARDS	6
UNION REPRESENTATION	7
HOURS OF WORK	8
OVERTIME	9
BULLETIN BOARD	11
HOLIDAYS	12
VACATIONS	13
PENSIONS	14
HEALTH INSURANCE	14
WORK ASSIGNMENTS	14
PAYDAY	15
NO STRIKE NO LOCKOUT	15
LIE DETECTOR TEST	16
DISCIPLINE AND DISCHARGE	16
GRIEVANCE AND ARBITRATION	17
MILITARY LEAVE	19
PERSONAL DAYS	19
SANITARY CONDITIONS	20
MAINTENANCE OF STANDARDS	20
CLOTHING	20
PROMOTIONS	21
DEATH IN FAMILY	22
NON-DISCRIMINATION	23
JURY DUTY	23
SAFETY	24
COMPENSATION CLAIMS	24
LAYOFFS AND RECALL	25
SUB-CONTRACTING	26
DISABILITY	26
SICK LEAVE	27
UNPAID LEAVE	29
SALARY	31
SAVINGS CLAUSE	31
BONUS MONIES	31
DURATION OF AGREEMENT	32
SCHEDULE "A" WAGES	33

This Agreement, made this 1st day of January 2002 between the Township of Bethlehem, (hereinafter called the "EMPLOYER") and Local Union 866 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (hereinafter called the "UNION").

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract governing wages, hours of work, and terms and conditions of employment.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the EMPLOYEES of the EMPLOYER recognized as being represented by the UNION, as follows:

#### ARTICLE I RECOGNITION

1. The EMPLOYER hereby recognizes Local UNION 866 as the exclusive representative for purposes of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment for all Department of Public Works EMPLOYEES employed by the Township of Bethlehem, but excluding all managerial executives, confidential EMPLOYEES, professional EMPLOYEES, police, craftsmen and supervisors within the meaning of the Act.

2. Part time EMPLOYEE'S will be defined as individuals who work less than twenty (20) hours per week.

## ARTICLE II PROBATIONARY PERIOD

New EMPLOYEES will be regarded as probationary for the first ninety (90) days of employment, during which time the EMPLOYER can reprimand or discharge without being challenged by the UNION. This time period may be extended by an additional forty-five (45) days upon mutual agreement of the parties which must be in writing. There shall be no responsibility for re-employment of probationary EMPLOYEES if they are discharged during this probationary period. After successful completion of their probationary period, the said new EMPLOYEE will be placed on the seniority list retroactive to the first day of work.

## ARTICLE III DUES CHECK OFF

SECTION 1. The EMPLOYER agrees, for each of its EMPLOYEES covered by this Agreement, who in writing authorizes the EMPLOYER to do so, that it will deduct from the earnings payable to such EMPLOYEE the monthly dues and initiation fees, if any, for each such EMPLOYEE'S membership in the UNION. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.

SECTION 2. The UNION dues deducted from an EMPLOYEE'S pay will be transmitted to the Secretary-Treasurer of Local 866 by check within ten (10) working days after the first period in which deductions are made each month thereafter,

and said dues deductions will be accompanied by a list showing the names of all EMPLOYEES for whom the deductions were made.

SECTION 3. The UNION agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9 (e) from each EMPLOYEE authorizing these deductions. The UNION further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

SECTION 4. The UNION agrees to give the EMPLOYER two (2) weeks advance written notice of any change in membership dues.

SECTION 5. The UNION agrees that it will indemnify and hold harmless the EMPLOYER against any actions, claims, loss or expenses in any manner resulting from action taken by the EMPLOYER at the request of the UNION under this Article.

#### ARTICLE IV AGENCY SHOP

SECTION 1. Pursuant to the provisions of the New Jersey Employer Employee Relations Act, as amended, all EMPLOYEES in this negotiating unit who are not now or subsequently elect not to be members of the UNION or who hereafter may be employed and who, after ninety (90) days of employment choose not to become members of the UNION, shall have deducted from their pay on a monthly basis a fair share representation fee in lieu of dues equivalent to eighty-five (85%) percent of the dues charged by the UNION to its members.

SECTION 2. In addition, there shall be deducted such amounts as represents eighty-five (85%) percent initiation fees charged by the UNION to its members. Such deductions shall be made on the same basis and for the same period as are made from members, and all such deductions shall be paid over by the EMPLOYER to the UNION at the same time and on the same basis as such payment is made to the UNION for member's deductions.

SECTION 3. This article shall incorporate by reference any and all rights guaranteed to EMPLOYEES by law with respect to agency fee deductions.

SECTION 4. The UNION agrees that it will indemnify and hold harmless the EMPLOYER against any action, claims, loss or expenses in any manner resulting from action taken by the EMPLOYER at the request of the UNION under Article III Dues Deductions and this Article.

#### ARTICLE V MANAGEMENT RIGHTS

SECTION 1. The UNION recognizes that the management of all operations, the control of its properties and maintenance of order and efficiency is vested in the EMPLOYER, except as limited or modified by this Agreement, and except as so modified or otherwise provided by this Agreement, these management rights shall include, but not be limited to, the right to:

- (a) Select and direct the working forces;
- (b) Hire, suspend, discharge, or take other appropriate

disciplinary action against an EMPLOYEE for just cause;

- (c) Assign, promote, transfer or lay off EMPLOYEES;
- (d) Determine the scheduling of overtime to be worked;
- (e) Decide the number and location of its facilities;
- (f) Determine the maintenance and repair work to be performed;
- (g) Determine the amount of supervision required;
- (h) Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedule of work determine the selection, procurement, designing, engineering and control of equipment and materials;
- (i) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

#### ARTICLE VI SENIORITY

Seniority shall mean total of all period of employment within classifications covered by this Agreement.

An EMPLOYEE shall lose seniority right only for any one of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for just cause
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, unless such time is extended by mutual consent of the parties, or unless due to actual illness or accident, in which event consideration will be given as

to what extension, if any, will be granted to accept re-employment. (The EMPLOYER may require substantiating proof of illness or accident.) The EMPLOYEE shall immediately notify the EMPLOYER of his intent to accept re-employment.

(d) Continuous layoff beyond recall period for re-employment outlined in this Agreement.

#### ARTICLE VII JOB STEWARDS

The EMPLOYER recognizes the right of the UNION to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the UNION shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. the collection of dues when authorized by appropriate local UNION action;

3. the transmission of such messages and information which shall originate with, and are authorized by the Local UNION or its officers, provided such messages and information

(A) have been reduced to writing, or

(B) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the EMPLOYER'S business.

Job stewards and alternates have no authority to take strike action or any other action interrupting the EMPLOYER'S business, except as authorized by official action of the UNION.

The EMPLOYER recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppages in violations of this Agreement.

Stewards shall be permitted to investigate, present and process grievances on or off the property of the EMPLOYER, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

#### ARTICLE VIII UNION REPRESENTATION

SECTION 1. A duly authorized representative of the UNION, after giving notice to the Township, during reasonable business hours, shall be admitted to the premises for the purposes of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement, provided however, that there is no interrupting of the EMPLOYER'S working schedule.

SECTION 2. The EMPLOYER will notify the UNION in

writing of all promotions, demotions, transfers, suspensions and discharges.

The EMPLOYER will notify the UNION in writing prior to a layoff.

The EMPLOYER will provide the UNION with an updated list of covered EMPLOYEES showing names, address, classification and Social Security Number.

The EMPLOYER will notify the UNION of additions and deletions to the payroll of covered EMPLOYEES as they occur.

#### ARTICLE IX HOURS OF WORK

SECTION 1. The EMPLOYER agrees that forty (40) hours per week, eight (8) hours of day, five (5) consecutive days per week, Monday through Friday, shall constitute a regular week's work, hereinafter called the work week, and EMPLOYEES shall be paid at the regular straight time rates of pay hereinafter provided. The normal hours of work shall be from 7:00 A.M. to 3:30 P.M. during which time the EMPLOYER shall allow a one half hour unpaid lunch period each work day, and shall allow one fifteen (15) minute paid morning break between 9:00 A.M. to 9:15 A.M. and a 15 minute afternoon break between 2:00 P.M. to 2:15 P.M. This definition shall not be construed as a limitation of the number of hours of work which the EMPLOYER may require.

The EMPLOYER agrees to the following "call in" guarantees:

- (a) Minimum guarantees of two (2) hours work or pay in

lieu thereof at the applicable premium rate when EMPLOYEE is called in for work outside his regular schedule from Monday to Friday.

(b) Minimum guarantee of four (4) hours work or pay in lieu thereof at the applicable premium rate when EMPLOYEE is called in for work on Saturday, Sunday or a Holiday.

(c) "Call in" guarantees shall not apply when EMPLOYEE is notified to report early on his regular schedule or is held over at the end of his regular schedule.

(d) "Call in" time starts when EMPLOYEE reports for work at the EMPLOYER'S premises or designated job site.

#### ARTICLE X OVERTIME

SECTION 1. The UNION recognizes the EMPLOYER'S need for and right to require reasonable amounts of overtime.

SECTION 2. The schedule for working such overtime will be established by the EMPLOYER.

SECTION 3. The EMPLOYER agrees that it will pay time and one half the regular straight time hourly rate for all authorized time actually worked.

(a) In excess of forty (40) hours of work (exclusive of any lunch break) in the work week;

(b) In excess of eight (8) hours of work (exclusive of any lunch break) in the work day;

(c) For hours actually worked (exclusive of any lunch break) or guaranteed, whichever is applicable, on Saturdays and Sundays.

SECTION 4. Overtime pay on Sundays & holidays (Sundays & holidays as stated in this contract), will be at two (2) times the hourly rate of pay during snow emergencies.

SECTION 5. Overtime shall be equally distributed to the extent possible among the EMPLOYEES capable of performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

SECTION 6. The EMPLOYER will maintain a current list of overtime actually worked together with overtime charges in accordance with Section 5 of this Article of the Agreement.

SECTION 7. There shall be no pyramiding of overtime.

SECTION 8. All available EMPLOYEES shall make every effort to work emergency overtime when requested unless excused by the EMPLOYER.

SECTION 9. When working overtime an EMPLOYEE shall be entitled to the following meal allowances:

(a) \$12.00 supper allowance for continuous work performed up to 8:00 P.M.

(b) \$5.00 break allowance for continuous work performed up to midnight; \$5.00 during snow emergencies.

(c) \$7.00 breakfast allowance for continuous work performed up to 3:00 A.M. Also a \$7.00 breakfast allowance shall be granted to those EMPLOYEES called in prior to the regular starting time in excess of two (2) hours or more.

(d) \$9.00 lunch allowance for those EMPLOYEES called in to perform overtime duties on a Saturday, Sunday or a

recognized holiday.

(e) When an EMPLOYEE is requested to remain after 3:30 P.M. during the usual work week and he performs continuous work through to the next day and begins to work his regular schedule at 7:00 A.M. without returning home he shall receive the paid lunch allowance.

(f) For all overtime worked on Saturday, Sunday and Holidays during snow emergencies only, EMPLOYEE will receive the paid breakfast and supper allowance.

When overtime work involves snow plowing, EMPLOYEES shall be entitled to a one hour paid break between 8:00 P.M. and midnight for their supper meal; and one-half hour paid break between midnight and breakfast break respectively. If workers should work through supper, they will be paid for their supper, plus one hour. If workers should work through breakfast, they will be paid for breakfast, plus one half hour.

SECTION 10. The EMPLOYER agrees not to require or in any way solicit any EMPLOYEE to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

#### ARTICLE XI BULLETIN BOARD

The UNION shall have the use of a bulletin board on the EMPLOYER'S premises for posting of notices relating to UNION meetings, official business, and social functions only.

## ARTICLE XII HOLIDAYS

SECTION 1. The following days are designated as holidays for all EMPLOYEES covered by this Agreement:

New Year's Day	Labor Day
Birthday	Columbus Day
Washingtons Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

One floating holiday

SECTION 2. EMPLOYEES who do not work on the observed holiday shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the EMPLOYER. If the absence is due to illness, the EMPLOYER may request reasonable proof of such illness.

SECTION 3. EMPLOYEES who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their premium rate of pay for all hours actually worked or guaranteed as referred to in Article VIII of this Agreement, whichever is greater, (exclusive of any lunch break) on such holiday.

SECTION 4. Any holiday which falls on Saturday shall be celebrated the preceding Friday and any holiday which falls on Sunday shall be celebrated the following Monday.

## ARTICLE XIII VACATIONS

SECTION 1. All permanent full time EMPLOYEES covered by this Agreement are authorized an annual vacation allowance with pay which shall accrue to said EMPLOYEE on a calendar year basis as follows:

After 1 year service	One week vacation with pay
After 2 years service	Two weeks vacation with pay
After 5 years service	Three weeks vacation with pay
After 15 years service	Four weeks vacation with pay

SECTION 2. It shall be the responsibility of the EMPLOYER to determine the scheduling of an EMPLOYEE'S vacation, consistent with the following provisions: EMPLOYEES shall submit their requests for vacation time thirty (30) days before. The EMPLOYER agrees to give reasonable consideration of an EMPLOYEE'S wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

EMPLOYEES can take one or two days vacation with one weeks notice.

SECTION 3. Vacations shall not be cumulative from one year to the next and must be taken in the calendar year in which earned. An EMPLOYEE who's employment is terminated prior to the expiration of his probationary period will not be entitled to annual vacation or pay in lieu thereof.

SECTION 4. EMPLOYEES shall receive vacation pay in advance of their vacation provided they furnish the EMPLOYER with written request for same at least two weeks in advance

of their scheduled vacation.

SECTION 5. In the event a holiday named in this Agreement falls during an EMPLOYEE'S vacation period, such EMPLOYEE shall enjoy an additional vacation day with pay at a mutually agreed upon time. Vacations may be taken throughout the calendar year.

SECTION 6. A permanent EMPLOYEE who has resigned or has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated on the basis of one twelfth (1/12) of his vacation entitlement for each month worked from last anniversary date to the date his separation becomes effective, which shall be payable not later than the second pay period after separation. Any vacation taken in excess of vacation earned shall be deducted from the EMPLOYEE'S final pay check.

#### ARTICLE XIV PENSIONS

The EMPLOYER shall enroll all permanent full time EMPLOYEES covered by this Agreement under the Public Employment Retirement System upon satisfactory completion of the probationary period.

#### ARTICLE XV HEALTH INSURANCE

The EMPLOYER shall provide Health Care Coverage through the Township Plan for EMPLOYEE'S AND HIS/HER DEPENDENTS.

#### ARTICLE XVI WORK ASSIGNMENTS

Supervisory personnel are not to perform work covered by

this Agreement except for purpose of instruction or in cases of emergency.

#### ARTICLE XVII PAY DAY

EMPLOYEES shall be paid by the Town as they are presently being paid. EMPLOYEES will be paid during working hours.

When pay day falls on a Holiday the preceding day will be pay day.

#### ARTICLE XVIII NO STRIKE NO LOCKOUT

SECTION 1. It is recognized that the need for continued and uninterrupted operation of the EMPLOYER'S departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

SECTION 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that they will not engage in, or sanction, strikes, slowdown, job action, mass resignation, mass absenteeism, sick outs, or other similar action which would involve suspension of or interference with normal work performance.

SECTION 3. The EMPLOYER shall have the right to discharge or discipline any EMPLOYEE causing a strike, slowdown, or other such interference.

SECTION 4. In consideration of the foregoing, the

EMPLOYER agrees not to lock-out or cause to be locked out, any EMPLOYEE covered under this provision of this Agreement.

#### ARTICLE XIX LIE DETECTOR TEST

The EMPLOYER shall not require, request or suggest that an EMPLOYEE or applicant for employment take a polygraph or any other form of lie detector test.

#### ARTICLE XX DISCIPLINE AND DISCHARGE

SECTION 1. The parties agree that nothing herein shall in any way prohibit the EMPLOYER from discharging or otherwise disciplining any EMPLOYEE covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the UNION and the Shop Steward at the same time it is served upon the EMPLOYEE involved. The EMPLOYER agrees that it will furnish the UNION with a hearing if requested, within (5) five working days of any discharge or suspension.

SECTION 2. In the event that an EMPLOYEE feels that he has been discharged or suspended unjustly, said EMPLOYEE or the UNION, shall have the right to file a grievance, which must be in writing, with the EMPLOYER and the Shop Steward within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time such time limits shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

SECTION 3. Except in cases of alleged major offenses, an EMPLOYEE covered hereunder shall receive one prior written notice "first warning" notice of offense before suspension or discharge is imposed as a form of discipline. Written warning notices shall be null and void after twelve months if no additional violations of rule have occurred.

#### ARTICLE XXI GRIEVANCE AND ARBITRATION

SECTION 1. The purpose of the grievance procedure shall be to settle all grievances between the EMPLOYER and the EMPLOYEES covered by this Agreement at the lowest possible level, so as to insure efficiency and promote EMPLOYEE morale.

SECTION 2. A grievance is hereby defined as any difference which may arise between the EMPLOYER and the UNION or between the EMPLOYER and any of its EMPLOYEES covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.

SECTION 3. The procedure for the settlement of grievances shall be as follows:

STEP 1. The aggrieved EMPLOYEE or EMPLOYEES and the Shop Steward shall present the grievances orally to the department head within five (5) working days after the facts giving rise to the grievance have occurred. If a satisfactory settlement of the grievance is not effected within seven (7) working days thereafter, the UNION shall present the grievance in writing to the Township or such

other representative as may be designated by the EMPLOYER, and a written decision on the grievance shall be submitted to the UNION within two (2) working days after its presentation.

STEP 2. If the grievance is not resolved under Step 1 within thirty (30) working days to the Township Committee and may arrange for a meeting with the Committee for the purpose of reviewing the grievance. The Committee shall furnish the UNION with its written response to the grievance within ten (10) working days after receipt of the grievance or meeting, whichever is later.

STEP 3. If the grievance has not been satisfactorily resolved in Step 2 hereof, the UNION may, within five (5) working days following the time period set forth in Step 2 hereof, refer the matter to the Federal Mediation and Conciliation Service for selection of an arbitrator when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

(a) The arbitrator shall be limited to the issues presented and shall have no power to add to, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.

(b) A decision of the arbitrator shall be final and binding on both parties.

(c) All fees and expenses or administrator charges for the arbitrator shall be divided equally between the parties.

Each party shall bear the cost of preparing and presenting its own case.

(d) The arbitrator shall hold the hearing at a time and place convenient to the parties.

(e) In cases involving back pay, the arbitrator may award such back pay only to the date of when the problem become effective.

SECTION 4. All of the time limits contained in this Article of the Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits here for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof. In the event set forth in the grievance procedure, the UNION shall have the right to automatically process the grievance to the next step.

#### ARTICLE XXII MILITARY LEAVE

The EMPLOYER agrees to abide by all applicable provisions of the Universal Military Training and Service Act.

#### ARTICLE XXIII PERSONAL DAYS

Each EMPLOYEE covered by this Agreement may receive three days leave with pay for personal business during each calendar year of this Agreement, which leave shall not be cumulative from year to year. EMPLOYEES are required to give

at least five working days prior notice to the Township of their request for personal leave, except in cases of emergency, and the granting of personal leave shall not interfere with the efficient operation of the Department.

#### ARTICLE XXIV SANITARY CONDITIONS

The EMPLOYER agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

#### ARTICLE XXV MAINTENANCE OF STANDARDS

The EMPLOYER agrees that all conditions of employment relating to wages, hours of work, overtime differential and general working conditions provided in this Agreement shall be maintained as they were in effect at the time of the signing of this Agreement unless otherwise mutually agreed to by the parties.

#### ARTICLE XXVI CLOTHING ALLOWANCE

A. All public Works employees shall receive two hundred dollars (\$300.00) as clothing allowance, which will be paid to each public employee as follows:

1. \$150.00 in the month of March
2. \$150.00 in the month of September

The Township shall also provide each Public Works employee with the following equipment: Safety glasses, gloves, safety hat, pair of rubber boots, rain suit, ear silencer, mandatory safety shoes and safety vest.

The employer shall replace protective clothing and other

issued equipment on a fair "wear and tear" basis.

#### ARTICLE XXVII PROMOTIONS

SECTION 1. The EMPLOYER agrees to give preference from promotion and advancement to the then current EMPLOYEES.

SECTION 2. If a newly created job or open job within the unit covered by this agreement exists which represents a promotion or advancement for EMPLOYEES covered by this Agreement, such job will be posted on the bulletin board for eleven (11) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). EMPLOYEES wishing to bid for said posted jobs shall sign their names to the notice.

SECTION 3. Following the above prescribed period, the EMPLOYER shall award the posted job to the most senior EMPLOYEE who has signed the posting, with the basic requirements needed to perform the work in the new classification. If no EMPLOYEE has signed the posting, or if EMPLOYEES who have signed the posting do not possess the basic requirements needed to perform the work in the new classification, the EMPLOYER shall have the right to transfer temporarily (provided the EMPLOYER physically demonstrates its good faith attempt to fill this vacancy), or to hire from the outside to fill such job. Final determination as to which EMPLOYEE, if any, will be awarded the posted job, shall be made by the EMPLOYER, subject to the grievance and

arbitration provisions of this Agreement. The successful bidder shall receive a trial period of ninety (90) days on his new assignment, which may be extended by an additional thirty (30) days upon mutual consent of the parties. During the trial period, the successful bidder shall be compensated by a rate increase equal to one half the difference between his old rate and the rate of the next higher classification for which he has bid. The UNION and the EMPLOYEE will be kept advised of the progress made in learning the new assignment. The EMPLOYEE will be given every assistance to successfully meet the requirements of the job. If the EMPLOYEE fails to successfully meet these requirements within the trial period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification. If any EMPLOYEE fails to satisfy the job requirements, he shall be precluded from bidding or promotion for a period of one year from the date of the last trial period, unless such restriction is relaxed by mutual consent of the parties.

ARTICLE XXVIII DEATH IN THE FAMILY Wages up to five (5) days will be paid during the absence from work of permanent full time EMPLOYEES when such absence is caused by the death and attendance at the funeral of mother, father, sister, brother, spouse, children and other relatives residing in the household, grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law.

## ARTICLE XXIX NON-DISCRIMINATION

SECTION 1. There shall be no discrimination or interference by the EMPLOYER or any of its agents against the EMPLOYEES represented by the UNION because of any membership or activity in the UNION. The UNION or any of its members or agents shall not intimidate EMPLOYEES into membership.

SECTION 2. The EMPLOYER and the UNION agrees that there shall be no discrimination against any EMPLOYEE or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, political affiliation, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

## ARTICLE XXX JURY DUTY

Any EMPLOYEE required to attend for jury service shall immediately notify the EMPLOYER and shall be permitted to attend the jury service on the dates required. The EMPLOYER shall pay the EMPLOYEE for all time which the EMPLOYEE'S attendance is required for jury service calculated at straight time pay. Adequate proof by way of Sheriff's receipt as to the time of dismissal shall be required. EMPLOYEES shall be required to work on any day when they are dismissed before twelve o'clock noon or any day when their

attendance is not required.

#### ARTICLE XXXI    SAFETY

The EMPLOYER shall not require, direct, or assign any EMPLOYEE to work under unsafe or unduly hazardous conditions. The EMPLOYEE upon discovering an unsafe or unduly hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor, the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work. Normally if the supervisor takes the responsibility and directs the work to continue, the EMPLOYEES shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this Agreement.

The EMPLOYER shall provide all safety equipment necessary for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the EMPLOYER'S premises when not in use.

#### ARTICLE XXXII    COMPENSATION CLAIMS

The EMPLOYER agrees to the Workers Compensation Act of N.J.

In the event that an EMPLOYEE is injured on the job and is required to lose time from work that day because of such injury, the EMPLOYER shall pay such EMPLOYEE his day's pay for that day or portion thereof lost because of such injury.

An EMPLOYEE who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regular scheduled working hours shall receive his regular hourly rate of pay for such time.

#### ARTICLE XXXIII LAYOFFS AND RECALL

Whenever the EMPLOYER reduces the work force, the following procedure shall apply:

1. EMPLOYEES shall be laid off in the order of least total employment seniority, regardless of classification, provided the remaining EMPLOYEES are then qualified or can qualify within the three month notice period to perform the work to be done.

2. Notice of such layoffs will be given at least two (2) weeks before schedule layoff.

3. A laid off EMPLOYEE shall have preference for re-employment for a period of ninety (90) days only.

4. The EMPLOYER shall re-hire laid off EMPLOYEES in the order of greatest employment seniority, provided the EMPLOYEES are then qualified or can qualify to perform the work available within the three (3) month period. Under no circumstances whatsoever shall the EMPLOYER hire from the open market while an EMPLOYEE has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed as provided under the provisions of this Article of the Agreement.

5. Notice of re-employment to an EMPLOYEE who has been laid off shall be made by registered mail or certified mail to the last known address of such EMPLOYEE.

#### ARTICLE XXXIV SUB CONTRACTING

The Township reserves the right to continue contracting all types of work which it has normally been contracting in the past and to contract certain types of work which may arise in the future. In the latter case the Township agrees to notify if feasible the UNION in advance of such proposed contracting.

The Township may contract work only if the following conditions are met:

1. There are no EMPLOYEES on layoff with unexpired recall rights who are qualified to perform the work which will be sub-contracted.

2. The work cannot be done by the existing EMPLOYEES within the time such work is required to be completed.

#### ARTICLE XXXV DISABILITY

The EMPLOYER shall pay to any EMPLOYEE with six (6) months or more of employment, "Temporary Disability Benefits", as defined by the "Temporary Disability Benefits Law" N.J.S. 43:21-25, et seq. subject to the following specific limitations. The amount paid to any EMPLOYEE shall be the sum which that EMPLOYEE would receive if he were a covered individual under the "Temporary Disability Benefits Law". The benefits shall be payable under the same terms and

conditions and subject to the limitations and qualifications set forth in the "Temporary Disability Benefits Law" and any regulations promulgated pursuant thereto as now in force and as from time to time amended. All the terms, conditions and qualifications necessary to receive payment under the State Law and regulations shall govern the EMPLOYER'S obligation to make payments, including applicable waiting periods, limitations on payment as set forth in N.J.S. 43:21-39 and any other conditions or limitations which would limit the benefits or the amount of benefits paid to a private EMPLOYEE under the law.

The intention of this section is that the EMPLOYER pay benefits similar to those which would be paid under the Temporary Disability Benefits Law to the EMPLOYEE subject to the same terms, conditions and qualifications as set forth in the "Temporary Disability Benefits Law" but only for the limited periods of time set forth above.

#### ARTICLE XXXVI SICK LEAVE

SECTION 1. Sick leave is the absence of an EMPLOYEE from work because of illness, accident, exposure to contagious disease.

SECTION 2. If an EMPLOYEE is absent for reasons that entitle him to sick leave, the Township shall be notified promptly. Failure to notify the Township may be cause for

disciplinary actions. Absences without notice for five (5) consecutive days shall constitute a resignation.

SECTION 3. Sick leave shall be earned in the following manner:

(a) One day for each 45 days of employment with the EMPLOYER during the first year of service.

(b) (10) ten days per year for each year of service with the EMPLOYER thereafter, beginning with the second year of employment.

(c) Sick leave entitlement shall be cumulative from year to year to a maximum of (60) sixty days accumulative total, said accumulation having commenced on January 1, 1996.

(d) Upon termination of employment with the Township, with the exception of cases of firing that are recognized by the Union all Union members will be entitled to receive (\$15.00) fifteen dollars for each day of unused sick days to a maximum of(45) days of accumulative total.

(e) Sick leave will be accrued before it may be taken.

SECTION 4. Any EMPLOYEE who is absent on sick leave for five or more consecutive working days, shall be required to submit a physician's certificate as evidence substantiating the illness.

The EMPLOYER may require any EMPLOYEE who has been absent because of personal illness for any period of time, as a condition of his return to work, to be examined by a physician at the expense of the EMPLOYER.

## ARTICLE XXXVII UNPAID LEAVE

SECTION 1. A leave of absence without pay may be granted for any of the following reasons:

- (1) Because of the non-employment connected injury or physical disability of any EMPLOYEE.
- (2) Because of EMPLOYEE is entering upon a course of training for the purpose of improving the quality of his service to the Township or of fitting himself for promotion with the consent of a supervisor.
- (3) Because of extraordinary reasons, sufficient in the opinion of the Supervisor to warrant a leave of absence.

SECTION 2. Leave of absence without pay will be reported on the Payroll Change Notice Form and will contain the duration and reason for the required leave.

Such leave will not be granted for more than twelve (12) months, by the Township. EMPLOYEE may request an extension of a leave if it appears to be in the best interest of the Township.

If a vacancy does not occur within sixty (60) days after the expiration of a leave of absence, the EMPLOYEE whose leave has expired will be placed on a department re-employment eligible list and given consideration for rehire over a period of one (1) year.

Upon re-instatement from a leave of absence, the EMPLOYEE will be granted the seniority he possessed on the date of the leave.

Failure on the part of an individual to report within fifteen (15) days following the expiration of a leave of absence, except for valid reasons submitted in advance, will be cause for dismissal.

Informal leave of absence without pay, not exceeding five (5) working days in any thirty (30) day period, may be granted at the discretion of the Department Head.

Men who enter the Armed Services for an extended length of time (such as a six (6) months program or be enlistment), will be placed on military leave without pay. All their right and seniority will be preserved during the time they are on leave of absence for this purpose.

SECTION 3. The EMPLOYEE will retain membership in the Township Health Plan and Group Life Insurance through the months in which an EMPLOYEE'S authorizes leave of absence without pay is authorized. The EMPLOYEE is responsible to pay for the full cost of those benefits including the portion normally paid for by the Township.

It is the EMPLOYEE'S responsibility to arrange with the Township to pay for benefits (such as health insurance, group life insurance, pension coverage, etc.) which the EMPLOYEE wishes to continue while on leave of absence.

Other benefits, e.g. vacation, holidays, sick leave, etc. will cease to occur upon the beginning of the leave of absence. No EMPLOYEE may accrue any of these types of

benefits while on an unpaid leave of absence. After the expiration of the leave of absence said benefits will begin to accrue again.

#### ARTICLE XXXVIII SALARY

The Annual base salary for EMPLOYEES covered by this Agreement is more specifically set forth in Schedule A which is attached hereto and made apart of this Agreement.

#### ARTICLE XXXIX SAVING CLAUSE

SECTION 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 2. If any such provisions are invalid, the EMPLOYER and the UNION will meet for the purpose of negotiating changes made necessary by applicable law.

#### ARTICLE XL BONUS MONIES

For those employees with 15 years service, a yearly bonus of \$1,000.00 will be given for each year of this Agreement.

## **ARTICLE XLI DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective on January 1, 2002 and shall continue in full force and effect until December 31, 2005 both date inclusive.

Unless one party hereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 2005 this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend said Agreement at least sixty (60) days prior to any anniversary of the original expiration date.

In witness whereof, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this 26<sup>th</sup> day of March 2002.

**TOWNSHIP OF BETHLEHEM**

BY: Suey J. Shampf

BY: Leone P. Ingoldsby

**LOCAL UNION 866,  
affiliated with  
International Brotherhood  
of Teamsters**

BY: Angelo Spriggs  
**ANGELO SPRIGGS**

BY: Cal Roth  
**CAL ROTH**  
SHOP STEWARD

Wages (Schedule A)						
Road Laborer	1/01 base	1/01 max	Range	7 Steps		
	\$19,687.66	\$27,038.03	\$7,350.37	\$1,050.05		
Machine Operator	1/01 base	1/01 max	Range			
	\$28,892.95	35,214.73	\$6,321.78	\$903.11		
Asst. Road Foreman	1/01 base	1/01 max				
	\$35,920.87	not established				
<b>Wage Steps 2002</b>						
Road Laborer	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$19,687.66	\$20,737.71	\$21,787.77	\$22,837.82	\$23,887.87	\$24,937.92
Percent increase		0.00%	0.00%	0.00%	0.00%	0.00%
Machine Operator	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$28,892.95	\$29,796.06	\$30,699.17	\$31,602.28	\$32,505.40	\$33,408.51
Percent increase		0.00%	0.00%	0.00%	0.00%	0.00%
Asst. Road Foreman	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$35,920.87	36,998.50	\$38,108.45	\$39,251.70	\$40,429.26	\$41,642.13
Percent increase		0.00%	0.00%	0.00%	0.00%	0.00%
<b>Wage Steps 2003</b>						
Road Laborer	Base	Step #1	Step #2	Step #3	Step #4	Step#5
	\$20,327.51	\$21,411.60	\$22,495.87	\$23,580.05	\$24,664.23	\$25,748.41
Percent increase		0.0325	0.0325	0.0325	0.0325	0.0325
Dollar increase						
Machine Operator	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$29,831.97	\$30,764.43	\$31,696.90	\$32,629.36	\$33,561.82	\$34,494.28
Percent increase		0.0325	0.0325	0.0325	0.0325	0.0325
Dollar increase						
Asst. Road Foreman	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$37,088.30	\$38,200.95	\$39,346.97	\$40,527.38	\$41,743.21	\$42,995.50
Percent increase		0.0325	0.0325	0.0325	0.0325	0.0325
Dollar increase		\$1,167.43	\$1,202.45	\$1,238.52	\$1,275.68	\$1,313.95
<b>Wage Steps 2004</b>						
Road Laborer	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$20,662.50	\$21,811.75	\$23,000.00	\$24,218.75	\$25,457.50	\$26,716.25
Percent increase		0.0325	0.0325	0.0325	0.0325	0.0325
Dollar increase						
Machine Operator	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$29,988.75	\$31,210.00	\$32,641.25	\$34,112.50	\$35,683.75	\$37,255.00
Percent increase		0.0325	0.0325	0.0325	0.0325	0.0325
Dollar increase						
Asst. Road Foreman	Base	Step #1	Step #2	Step #3	Step #4	Step #5
	\$37,463.75	\$39,000.00	\$40,641.25	\$42,342.50	\$44,083.75	\$45,865.00
Percent increase		0.0325	0.0325	0.0325	0.0325	0.0325
Dollar increase		\$1,536.00	\$1,640.25	\$1,701.25	\$1,781.25	\$1,861.25

